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13 Kaiser Foundation Health Plan, Inc., and Kaiser  
14 Permanente Welfare Benefit Plan

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA

17  
18 MARIE CHELLINO,

19 Plaintiff,

20 v.

21 KAISER FOUNDATION HEALTH  
PLAN, INC., a corporation; DOES 1  
22 through 10, inclusive,

23 Defendants.  
24  
25  
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27  
28

CASE NO. C 07-3019 CRB

**STIPULATION AND AMENDED  
~~PROPOSED~~ JUDGMENT**

1 The Circuit Court of Appeals has found that the termination of the plaintiff's benefits  
2 under the Kaiser Permanente Welfare Benefit Plan ("Plan") was an abuse of discretion, reversed  
3 the judgment, and ordered that judgment be entered for the plaintiff. Therefore,

4 IT IS HEREBY STIPULATED AND AGREED by and between plaintiff Marie Chellino  
5 and defendants Kaiser Foundation Health Plan, Inc. and Kaiser Permanente Welfare Benefit  
6 Plan:

7 1. The plaintiff is entitled to recover Plan benefits from the date of termination of  
8 such benefits until the date of entry of this judgment.

9 2. The plaintiff will seek interest on the amount of benefits due her. The parties are  
10 ordered to try to agree on the interest amount and, if they cannot, to return to this court where the  
11 issue will be brief and decided.

12 3. The plaintiff will seek attorneys fees and costs according to the Local Rules of this  
13 Court, if the parties cannot agree on an amount.

14 4. The plaintiff is to be reinstated to the Plan.

15 5. The plaintiff is entitled to be paid future benefits under the Kaiser Permanente  
16 Welfare Benefit Plan, according to the terms of the Plan, for so long as she remains eligible for  
17 such benefits under the Plan.

18 DATED: January 11, 2010 THE FLEISHMAN LAW FIRM

19  
20 By: /s/ Charles J. Fleishman (w/permission granted 1/11/10)  
21 Charles J. Fleishman  
22 Attorneys for Plaintiff  
Marie Chellino

23 DATED: January 11, 2010 SEDGWICK, DETERT, MORAN & ARNOLD LLP

24  
25 By: /s/ Erin A. Cornell  
26 Rebecca A. Hull  
27 Erin A. Cornell  
28 Attorneys for Defendants  
Kaiser Foundation Health Plan, Inc., and Kaiser  
Permanente Welfare Benefit Plan

**ORDER**

**IT IS ORDERED, ADJUDGED AND DECREED**

1. The plaintiff is entitled to recover Plan benefits from the date of termination of such benefits until the date of entry of this judgment.

2. The plaintiff will seek interest on the amount of benefits due her. The parties are ordered to try to agree on the interest amount and, if they cannot, to return to this court where the issue will be brief and decided.

3. The plaintiff will seek attorneys fees and costs according to the Local Rules of this Court, if the parties cannot agree on an amount.

4. The plaintiff is to be reinstated to the Plan.

5. The plaintiff is entitled to be paid future benefits under the Kaiser Permanente Welfare Benefit Plan, according to the terms of the Plan, for so long as she remains eligible for such benefits under the Plan.

DATED: January 12, 2010

